



# **Connecticut State Colleges and Universities**

## **Procurement Manual**

Asnuntuck Community College  
Capital Community College  
Central Connecticut State University  
Charter Oak State College  
Eastern Connecticut State University  
Gateway Community College  
Housatonic Community College  
Manchester Community College  
Middlesex Community College  
Naugatuck Valley Community College  
Northwestern CT Community College  
Norwalk Community College  
Quinebaug Valley Community College  
Southern Connecticut State University  
Three Rivers Community College  
Tunxis Community College  
Western Connecticut State University  
Connecticut State Colleges and Universities System Office

# **Procurement Manual**

## **Forward**

The seventeen Connecticut State Colleges and Universities (CSCU) governed by the Board of Regents for Higher Education offer students an affordable, accessible, high quality option to further their education or career development. The cost-effective procurement of quality goods and services is critical to the ability of the twelve community colleges, four state universities and one on-line college to achieve their mission. This manual contains a compilation of the Board of Regents policies which govern procurement activities as well as a summary of the Connecticut General Statutes and administrative regulations relevant to the procurement process.

The Purchasing Departments of the Connecticut State Colleges and Universities (“CSCU”) and its System Office have a common mission:

To procure products and services required to support the educational mission of our system in a manner which meets the needs of our students, faculty, staff, and campuses, while complying with all applicable Connecticut General Statutes, regulations, and the policies of the Board of Regents for Higher Education. All procurement activities will be conducted in an ethical way, in accordance with best purchasing practices.

## **PURPOSE OF THIS MANUAL**

This Procurement Manual supersedes all former procurement manuals and policies including the *Connecticut State University System Procurement Manual*, the *Community-Technical Colleges Agency Purchasing Policies*, and the *Purchasing Policies and Procedures* of the Board for State Academic Awards, Charter Oak State College, and Connecticut Distance Learning Consortium. The purpose of this Manual is to set forth purchasing policies and objectives related to the procurement process so that state statute and board policy are adhered to by all CSCU institutions and the System Office. Unless otherwise noted, the use of CSCU will refer to the CSCU System Office, the four state universities, the twelve community colleges, and Charter Oak State College.

This manual was developed by a CSCU committee, and has been reviewed by a wide constituency, including universities, colleges and CSCU System Office procurement staff, fiscal officers, legal department and CSCU Executive Officers.

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## ACRONYMS AND DEFINITIONS

BOR	The Board of Regents for Higher Education governs the Connecticut State Colleges and Universities: four state universities; twelve community colleges; and Charter Oak State College ( <a href="http://www.ct.edu/regents">http://www.ct.edu/regents</a> )
C.G.S.	The Connecticut General Statutes ( <a href="http://search.cga.state.ct.us/dtsearch_pub_statutes.html">http://search.cga.state.ct.us/dtsearch_pub_statutes.html</a> )
CHRO	Commission on Human Rights and Opportunities for the State of Connecticut ( <a href="http://www.ct.gov/chro/site/default.asp">http://www.ct.gov/chro/site/default.asp</a> )
CSCU	The Connecticut State Colleges and Universities System Office, the four state universities, the twelve community colleges, and Charter Oak State College. ( <a href="http://www.ct.edu/">http://www.ct.edu/</a> )
CHEFA	Connecticut Health and Educational Facilities Authority - Provides financing to nonprofit colleges and health care institutions to support construction of facilities such as dormitories, academic buildings, athletic facilities, clinics, hospitals, and laboratories. <a href="http://chefa.com/">http://chefa.com/</a>
DAS	The Department of Administrative Services for the State of Connecticut <a href="http://das.ct.gov/sp1.aspx?page=432DCS">http://das.ct.gov/sp1.aspx?page=432DCS</a> The Division of Construction Services for the State of Connecticut ( <a href="http://www.ct.gov/dcs/site/default.asp">http://www.ct.gov/dcs/site/default.asp</a> )
DOL	The Department of Labor for the State of Connecticut ( <a href="http://www.ctdol.state.ct.us/">http://www.ctdol.state.ct.us/</a> )
GSA	General Services Administration – the United States federal acquisition services bureau for government procurement. ( <a href="http://www.gsa.gov/portal/category/100000">http://www.gsa.gov/portal/category/100000</a> )
INSTITUTION	Shall refer generically to the CSCU System Office, the four individual state universities, the 12 community colleges, and Charter Oak State College
IT	Information Technology
MBE	Minority Business Enterprise
OAG	The Office of the Attorney General for the State of Connecticut ( <a href="http://www.ct.gov/ag/site/default.asp">http://www.ct.gov/ag/site/default.asp</a> )
PSA	Personal Services Agreement—utilized to acquire professional services
PURCHASING DEPARTMENT	The departments within CSCU responsible for acquisitions/procurement.
RFI	Requests for Information – utilized to determine what information is available in the marketplace or to fine-tune the scope of a future project.
RFP	Requests for Proposals – utilized to obtain competitive proposals for the provision of goods and/or services when cost is not the sole criterion on which selection of a contractor will be based.
RFQ	Requests for Quotations – utilized for the acquisition of defined goods or services that are readily comparable and for which cost is the only determinative criterion.
SBE	Small Business Enterprise

## **1.0 Procurement Authorization to Chief Executive Officers at the Constituent Units**

Connecticut General Statutes delegate the authority for the acquisition of goods and services to the constituent units of the state system of public higher education. The Board of Regents for Higher Education, Resolution concerning Signing Authority dated September 16, 2016 authorizes and delegates signature authority for the System Office for the Connecticut State Colleges and Universities and the institutions therein (See Exhibit A). Also, see Exhibit B for section 1.0.

- “Chief Executive Officer” means the chief executive officer of a constituent unit of the state system of higher education or the chief executive officer of an institution within the jurisdiction of such a constituent unit.

## **2.0 Purchase Requests and Sourcing**

Planning is essential to managing the procurement function properly; however, the type and extent of planning will depend on, among other factors, the method and size of the procurement. Larger and more complex procurements will require more planning. Careful advance planning provides the CSCU with adequate time to accomplish its procurement actions. Advance planning helps to: maximize competition and competitive pricing among contracts and decrease the CSCU’s procurement costs; reduce CSCU’s administrative costs; ensure that supplies and services are obtained without any need for re-procurement, e.g., resolving bid protests; and minimize errors that occur when there is inadequate lead-time. Whenever possible, CSCU should leverage its buying power across institutions by sharing services.

The CSCU should periodically review their record of prior purchases, as well as future needs, to find patterns of procurement actions that could be performed more efficiently or economically. Items purchased repetitively might be obtained more economically through various master contracts. However, consideration should be given to storage, security, and handling requirements when planning these types of purchasing actions. For example, it may not be economical or prudent to buy truckloads of salt in summer months for deep discounts if there is no appropriate storage space or if the cost of handling would exceed the savings.

### **2.1 Purchase Requisitions**

A Purchase Requisition is a document created by the requesting Department that describes the goods and / or services requested and identifies the funding available to support the purchase. All requests for the purchase of goods and/or services must be made by submitting an authorized and approved purchase requisition to Purchasing Department or designated Department.

### **2.2 Non-competitive Purchases**

If the Purchasing Department determines that the nature of the purchase precludes solicitation of competitive prices, the institution may authorize a non-competitive purchase. A record of the non-competitive purchase determination shall be saved in the institution’s purchasing file. If the reason for the non-competitive nature of the purchase is not self-evident, an explanation must also be included.

Examples may include purchases from another state agency or the federal government, purchases from a publisher, advertising, dues, memberships, subscriptions, library media, library books, guest speakers and entertainers (non-state employees only), and other items identified in statute. See Exhibit B for section 2.2.

A “non-competitive procurement” may also occur when an institution conducts an RFP process and receives fewer than three acceptable proposals in response. The institution’s Purchasing Department shall determine whether the purchase is non-competitive when an institution receives more than one acceptable proposals and wishes to make a selection. The stated proposals must be deemed acceptable in the accordance to the procedures set forth in Section 2.3.4.

### 2.3 Competitive Bids, Quotations, and Requests for Proposals

When quotations, bids and requests for proposals are issued, it is recommended that the following language be included at the discretion of the institution:

#### Contract Access

The contract resulting from any bid activity may be made available to the constituent units of the state system of public higher education, subject to the approval of the Contractor.

#### 2.3.1 Statutory Requirements

The thresholds for contracts which must be competitively bid, which are governed by applicable sections of the Connecticut General Statutes (“C.G.S.”), are as follows. See Exhibit B for section 2.3.1.

- Competitive bidding or negotiation is not required in the case of minor purchases of ten thousand dollars (\$10,000) or less, excluding shipping and handling.
- All purchases greater than \$10,000 but less than or equal to \$50,000 shall be made in the open market and, when possible, be based on at least three written quotations or bids from responsible and qualified sources of supply.
- Purchases that exceed \$50,000 must be based, when possible, on competitive bids or proposals obtained via a sealed bid process, except as provided in subsections 2.2, 2.4 and 2.5 of this manual. The chief executive officer, or his/her designee, shall solicit competitive bids or proposals by sending notice to prospective suppliers and posting notice on the state contracting portal at least five (5) calendar days before the final date for submission of sealed bids or proposals. The notice must contain a notice of state contract requirements pursuant to C.G.S. concerning nondiscrimination and affirmative action provisions in contracts with state and political subdivisions other than municipalities. See Exhibit B for section 2.3.1. All bids shall be kept sealed until opened publicly at the time stated in the notice soliciting such bid or proposal. The issuance of addenda may postpone the dates for submission and/or opening of bids or proposals.

#### 2.3.2 Single Purchase

For purposes of determining the appropriate requisition and commitment authority the dollar value of a single purchase shall be defined as:

- For one-time purchases, the cost of the entire purchase, including all individual products or services normally ordered at one time and related to the intended end use, and
- For contracts, the total contract cost for the products, services and/or time frame covered.

No purchase shall be divided or subdivided for the purpose of bringing such purchase within a lower spending category. Where responsible planning and aggregation of recurring purchases can achieve cost savings, such purchases should be so executed by fiscal quarter or other longer time frame, where possible, and the sourcing requirements of the resulting expenditure level followed.

### 2.3.3 Requests for Information (RFI)

An RFI may be utilized to determine what information is available in the marketplace or to fine-tune the scope of a future project. The RFI may be posted on the state contracting portal. Under no circumstances may an award or purchase be made based on a response to an RFI.

### 2.3.4 Requests for Proposals (RFP)

An RFP may be utilized to obtain competitive proposals for the provision of goods and/or services in circumstances when cost is not the sole criterion on which selection of a contractor will be based. An RFP must include the criteria that will be used to evaluate proposals. Whatever criteria are used, they should be: (1) objective, meaning they are based on the project's characteristics and requirements; (2) comprehensive, meaning they address all key elements of the RFP; (3) clear, meaning they are readily understood by proposers and the selection committee; (4) fair, meaning they treat all proposers equitably; (5) appropriate, meaning they are right or suitable for the purposes at hand; and (6) measurable, meaning they are quantifiable.

The weight to be assigned to each of the evaluation criteria shall be finalized and set forth in a document prior to the opening of the bids or proposals.

### 2.3.5 Requests for Quotations (RFQ)

An RFQ may be utilized for the acquisition of defined goods or services that are readily comparable (e.g., a machine part which is obtainable from multiple suppliers) and for which cost is the only determinative criterion. The purpose of an RFQ is to enable the institution to obtain the required goods or services from the lowest qualified bidder.

### 2.3.6 Communication with Potential Bidders or Proposers

All communications with potential proposers regarding the RFP or RFQ shall be in writing to a designated CSCU employee or department. Members of the selection committee shall not have direct communication with proposers relating to the RFP or RFQ, with the exception of interviews or presentations required as part of the selection process. If applicable, compiled questions with answers shall be posted publically as directed in the solicitation. A pre-bid conference may be convened by the institution if deemed to be in its best interest.

Discussions may be conducted with individual proposers after public opening of the initial proposal responses, to promote understanding of the RFP or RFQ requirements, and to clarify the proposer's response with respect to qualifications, proposed methods, cost, and other items.

There shall be no discussion of any information derived from proposals submitted by competing proposers. Responsible qualified proposers who submit acceptable or potentially acceptable proposals responsive to the minimum requirements of the RFP, shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals. A selection committee may, at its option, elect to “short list” proposers to be brought in for interviews or presentations, based on the criteria published in a Request for Proposals.

### 2.3.7 Receipt, Opening, and Retention of Sealed Bids, Quotations, and Proposals

A representative of the Purchasing Department and at least one (1) other employee of the institution, serving as a witness, shall administer a sealed bid opening, and record a list of submitted sealed bids. All proposals, including any samples, evaluation, spread sheets, and decision results shall be retained by the Purchasing Department in accord with the records retention schedule as mandated by the Connecticut State Library. See Exhibit B, section 2.3.7, for the current website information.

### 2.3.8 Evaluation of Proposals

Proposals shall be evaluated and scored by a selection committee on the basis of evaluation factors stated in the RFP. The committee should consist of at least three (3) voting members and may include a member of the institution’s Purchasing Department, who may or may not be a voting member. The voting members of the committee shall elect a chairperson from among the voting members. The RFP shall state clearly that the procurement may be based on competitive negotiation, and shall indicate the criteria associated with the evaluation and other factors. This may include such things as the plan for providing the required products and services; the ability to perform based on education, experience and personnel qualifications; availability of facilities; equipment and personnel; and a record of past performance. At its discretion, the Purchasing Department may convene presentations, demonstrations, or interviews with one or more proposers in order to gain a fuller understanding of the proposal(s). The RFP Selection Committee may, at its option, elect to “short-list” the number of proposers brought in for meetings based on the evaluation criteria included in this RFP.

## 2.4 Sole Source/Sole Acceptable Brand Transactions

The requirement that goods and services be obtained through competitive bids or quotations does not apply when the acquisition of the goods or services may be justified as a "Sole Source" or "Sole Acceptable Brand" purchase. A “Sole Source” acquisition occurs when there exists only one vendor from which particular goods or services can be purchased. A “Sole Acceptable Brand or Model” (a/k/a “no substitute”) acquisition occurs when products or services similar to those required may exist, but the product or service required, for reasons of standardization, quality, compatibility with existing equipment, specifications, technical features, expertise, etc., is the only brand acceptable to the requester or institution. Note that "Sole Acceptable Brand" products or services may be available from more than one source and, if so, the acquisition of such products or services may be subject to competitive bidding. Sole Source/Sole Acceptable Brand acquisitions should be rare exceptions, and not standard practice.

Sole Source/Sole Acceptable Brand transactions may be based on the following:

- Evidence of extraordinary or unusual trade or market conditions or contingencies that preclude the availability of qualified alternative vendors.
- Necessity of acquiring a proprietary item which must be compatible with existing equipment or systems and which is available only from the original manufacturer.
- Necessity of acquiring items possessing specific features essential for the completion of the task or project at hand and which are available from only one source.
- Change of brands or manufacturers would compromise the continuity and integrity of the project.
- Necessity of acquiring unique or specialized goods or services supplied by a vendor who has the exclusive right to manufacture and/or sell such items or provide such services. The vendor may be requested to produce a letter on its letterhead verifying its exclusive right to sell their own product or, in a protected sales territory, a certain manufacturer's product.

The following will not validate Sole Source/Sole Acceptable Brand procurement:

- Departmental preference for a specific vendor, product, or service.
- Budgetary considerations or constraints.
- Historical precedence or a claim of best price. Only current competitive bidding in the open market substantiates best possible pricing.

A request to engage in a Sole Source/Sole Acceptable Brand purchase must be accompanied by a statement from the requestor. The statement should verify that the purchase has been researched and deemed to the best of the requestor's knowledge and belief, the only good or service available to fit the particular need, or is only manufactured or supplied by one company.

It is the responsibility of the individual institution's highest ranking fiscal officer or his or her designee to determine whether a purchase may proceed as a Sole Source/Sole Acceptable Brand acquisition or must be made through competitive bids or quotations, as applicable.

## 2.5 Emergency Purchases

Purchases may be made without competitive bidding "whenever an emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against, or because of unusual trade or market conditions." However, such purchases should be based on at least three competitive quotations whenever possible. The determination of whether such an emergency exists shall be made by the chief executive officer, as appropriate, or his/her designee. The existence of an emergency may preclude the use of an existing contract if the contract vendor cannot meet the emergency delivery requirements.

Each requisition for an emergency purchase shall be identified therein as an "emergency purchase". A written statement documenting the nature of the emergency justifying the purchase and identifying the official authorizing the purchase must be attached to the file / electronic folder of the purchase order at the time the order is placed.

See Exhibit B for section 2.5.

## 2.6 Use of Available Contracts

Competitive bidding or quotations are not required when participating in any available contract award which has already undergone competitive bidding. In addition to utilizing DAS, state higher education, and standing contracts, goods and services may be secured by utilizing other purchasing consortiums, private or non-profit organizations, GSA, governmental agencies, or other state governments and other institutions of higher education. C.G.S. § 10a-151b (n) provides that the state, through the chief executive officer of a constituent unit, may purchase equipment, supplies, materials and services from a person who has a contract to sell such property or services to another state government, political subdivision of this state, nonprofit organization or private or public purchasing consortium, in accordance with the terms and conditions of such contract. See Exhibit B for section 2.6.

It is recommended, when possible, that the end user compare available stated contracts for best value in pricing and/or services.

## 2.7 Set Aside: Small Business and Minority Business

Connecticut General Statutes impose certain requirements with regard to the utilization of small business enterprises (SBE) and minority business enterprises (MBE). The set-aside programs require that twenty-five percent (25%) of the individual institution's acquisitions be "set aside" and directed to such enterprises as have been certified by DAS, provided that all other statutory and regulatory requirements are met. In addition, twenty-five percent (25%) of that twenty-five percent (25%) is to be directed specifically to minority owned business enterprises, which include women-owned business enterprises. The individual institutions must submit quarterly reports to CHRO and DAS detailing their progress toward meeting these goals.

The Purchasing Department may change the vendor on any requisition in order to direct purchases to this program, and may set aside specific purchases or bids for exclusive participation by SBE and MBE businesses.

RFQs and RFPs that are issued expressly for set-aside contracting shall include the following text:

"This request for quotation/proposal and any subsequent purchase order(s) is reserved as a "set-aside" transaction as outlined in C.G.S.4a-60g through 4a-60j. Vendors bidding must include a copy of their current certificate as issued by the State of Connecticut Department of Administrative Services, in order to be considered for award."

See Exhibit B for section 2.7, Set-aside program for Connecticut small and minority owned business enterprises.

## 2.8 Disqualification of Bidders

An institution shall not issue purchase orders to or enter into personal services agreements or contracts with any person, firm or corporation disqualified or debarred from doing business with the State of Connecticut by the Commissioner of the Department of Administrative Services. The list of debarred vendors can be found on the State of Connecticut DOL website.

The chief executive officer of each constituent unit of the state system of higher education may disqualify any person, firm or corporation, for up to two years, from bidding on contracts with the constituent unit or agencies under its jurisdiction.

See Exhibit B for section 2.8, Disqualification of Bidders and Chief Executive's Authority.

#### 2.9 Prevailing Wage Requirements

The DOL Wage and Workplace Standards Division has primary responsibility for enforcement of Connecticut's prevailing wage law, codified in C.G.S. §§ 31-53 and 31-53a. The law provides monetary thresholds which must be met before the law is applicable. The institution must request from DOL a prevailing wage schedule for any project that meets the dollar threshold, whether the project is bid or not. Any RFP for a public works project that meets an applicable prevailing wage threshold must specify therein that the project is subject to prevailing wage requirements. The wage schedule should either be included in the RFP or provided at the pre-bid conference. Contractors that perform prevailing wage work must submit certified payrolls to the contracting institution to meet current DOL requirements. For further information or to see whether prevailing wages are required, see Exhibit B for section 2.9.

#### 2.10 Standard Wage Requirements

The DOL Wage and Workplace Standards Division also enforces of Connecticut's standard wage rates law, codified in C.G.S. § 37-57f, requiring that contractors pay standard wages for all work performed under certain service worker agreements entered into with the State of Connecticut or its agencies that meet minimum monetary thresholds.

DOL also requires the payment of standard wages for certain service workers who are bound by collective bargaining agreements. For further information or to see if standard wages are required, see Exhibit B for section 2.10.

#### 2.11 Limitation on Contracting with State Employees

No public official or state employee or member of his immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract of employment, as a state employee, or with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. See Exhibit B for section 2.11.

#### 2.12 Unauthorized Purchases

Goods or services identified upon delivery as not related to a properly authorized purchase may be refused and/or returned to the vendor. If accepted, payment for such unauthorized purchases may be the personal responsibility of the ordering individual, including restocking fees, if applicable.

If a purchase is identified as non-conforming to procedures, or unauthorized, the end-user will be required to submit to the Purchasing Department, and his or her supervisor, a written explanation of the circumstances leading to the purchase, an explanation for the lack of prior approval, and a

statement of action to be taken to prevent future unauthorized purchases. Payments due to the vendor will be halted and goods received will be held pending resolution.

#### 2.13 Chief Executive Officer Liability

In accordance with the terms of C.G.S. a chief executive officer who enters into a contract which fails to meet the requirements of the statute shall be personally liable for the costs of such contract, and such contract shall be void and of no effect. Any amount paid under such contract may be recovered from such chief executive officer by the state in a civil action. See Exhibit B for section 2.13.

#### 2.14 Employee Disqualification

In accordance with C.G.S., as amended, neither the chief executive officer of a constituent unit of the state system of higher education or institution within such a constituent unit, nor any member of his or her office staff, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by such constituent unit or institution. Please consult the State of Connecticut employee handbook published by the Office of State Ethics for further information. See Exhibit B for section 2.14.

#### 2.15 Prohibition of Gifts from Proposers or Vendors

Neither the chief executive officer of a constituent unit of the state system of higher education or institution within such a constituent unit, nor any member of his or her office staff shall accept or receive, directly or indirectly, from any person, firm or corporation, to which any contract or purchase order may be awarded, by rebate, gifts or otherwise, any money, or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation. Please consult the State of Connecticut employee handbook published by the Office of State Ethics for further information. See Exhibit B for section 2.15.

#### 2.16 Nondiscrimination

The State of Connecticut requires Nondiscrimination Certifications for all State contracts – regardless of type, term, cost or value. See Exhibit B for section 2.16 and the current Office of Policy and Management web-site address for the appropriate forms, instructions, and exemptions.

#### 2.17 Ethics Affidavits and Certifications for State Contracts

The State of Connecticut requires Ethics Affidavits and Certifications for State Contracts that have a value of \$50,000 in a calendar or fiscal year. See Exhibit B for section 2.17 and the current Office of Policy and Management web-site address for the appropriate forms and instructions.

### **3.0 Vendor Award**

#### 3.1 Award of Bid, Quotation or Proposal

All purchases and/or contracts for which competitive bids, competitive quotations, or proposals are required or have been obtained, shall be awarded to the vendor providing the lowest responsive and responsible bid, quotation, or proposal, based on evaluation factors stated in the invitation to bid or request for proposal, where applicable. The Purchasing Department shall make the final award determination, in consultation with the using department or selection committee, subject to

final review and approval by the authorized commitment authority. Normally, the award will be issued to the contractor with the lowest total cost or the contractor with the highest score based on a multiple criteria evaluation. If it is determined that the contractor with the lowest total cost or the contractor with the highest score on a multiple criteria evaluation was not selected for award, documentation must be attached to the purchasing file identifying the conditions leading to that decision.

### 3.2 Extension of Awards to Other Agencies

Any contract issued by CSCU may contain the following statement:

The contract resulting from any bid activity may be made available to the constituent units of the state system of public higher education, subject to the approval of the Contractor.

## 4.0 Methods of Procurement

### 4.1 Purchase Order

When a purchase is strictly commodity or product based and does not involve services of any kind, a written contract or a purchase order shall serve as the contractual agreement regardless of cost.

When a purchase is service related or includes a service component, and when the value of the procurement is \$10,000 or less, excluding shipping and handling, the purchase order or a written contract shall serve as the contractual agreement.

No such purchase is valid without a properly authorized purchase order issued to the vendor. The purchase order must include State of Connecticut required terms and conditions, and clearly document any and all products, warranties, commodities, and services being procured from the vendor.

### 4.2 Standing/Blanket Order

Whether the acquisition is for a commodity or is service based, a standing/blanket order may be issued to eliminate the need for the issuance of repetitive purchase orders for those items a department utilizes on a “repeat” basis during its normal daily or monthly operations. A standing/blanket order should contain the term (start and end dates within the same fiscal year) of the award, delivery schedule as requested by department, and any special shipping or delivery provisions. A standing/blanket order may also note a “not to exceed” value. All standing/blanket orders must include the standard terms and conditions required by C.G.S.

### 4.3 Purchasing Card (P-Card)

The P-Card program is a credit card program co-sponsored by the Department of Administrative Services and the Office of the State Comptroller. Refer to State of Connecticut Purchasing Card Policy and/or respective Purchasing Card Policy within the institutions of the CSCU.

## 5.0 Methods of Contracting

### 5.1 Employee / Independent Contractor Classification

*If it is determined that the individual would be considered an employee:* the service provider shall be paid through the payroll system and will be subject to federal and state income tax withholdings

and the institution shall be liable for fringe benefit expenditures, if applicable, and the policies of this manual shall not apply.

*If it is determined that the individual would be considered an independent contractor:* The policies of this manual shall be applied and the service provider shall be paid through accounts payable by way of normal processing of vendor payments.

Note: For assistance in determining the classification between employee and independent contractor, see Exhibit C, Employee and Independent Contractor Checklist. Also see Section 2.11 of this manual for Limitations on Contracting with State Employees.

## 5.2 Standard Contract

When an institution secures services for a fee, a standard contract or template shall be used as the contracting method. A standard contract shall not be utilized in connection with the hiring of employees or temporary staff.

Standard contracts require the approval of the OAG when:

- The contract value is \$25,000 or greater (including expenses), or
- The accumulated contract value for a vendor or individual is \$25,000 or greater (including expenses) within a twelve month rolling period,

An OAG approved template does not require OAG approval (see section 5.4).

## 5.3 Personal Service Agreement (PSA)

Where an institution secures personal or professional services that is greater than \$10,000 as defined in C.G.S., a PSA, standard contract, or template, shall be used as the contracting method. A PSA shall not be utilized in connection with the hiring of employees or temporary staff or to compensate contractors for work which has been recognized as belonging to one of the collective bargaining units. A PSA, standard contract, or template shall be used to contract for personal and professional services such as consultants, athletes, entertainers, lecturers, and speakers. See Exhibit B for section 5.3

PSAs require the approval of the OAG when:

- The PSA value is \$25,000 or greater (including expenses), or
- The accumulated PSA value for a vendor or individual is \$25,000 or greater (including expenses) within a twelve month rolling period

An OAG approved template does not require OAG approval (see section 5.5).

## 5.4 Direct Pay Vouchers or Services and Honorarium Request Forms

Agreements for the engagement of personal or professional services (such as speakers or performers) for which the total cost will not exceed \$3,000.00 (including expenses) over any twelve-month period may be set forth on a Direct Pay Voucher or Service and Honorarium Request Form.

#### 5.4.1 Direct Pay Voucher

The Direct Pay Voucher may be used when the following conditions are met:

- The contract period is less than one year;
- The contract does not qualify as an employer/employee relationship as defined by state and federal law or does not involve teaching a credit bearing class (Adjunct / Faculty Rules);
- The contract is not with a state employee; and
- The contract is not for temporary office assistance.

The following requirements apply to use of the Direct Pay Voucher:

- All expenses for which reimbursement has been requested must be itemized on the Voucher, and any individual expense for which reimbursement of over \$25.00 for which reimbursement is sought must be supported by receipts;
- If payment is required on a specific day or immediately after an event, this information must be set forth on the Voucher. (**Note:** Accounts Payable should be notified ten (10) business days prior to the date upon which the payment check is required. It is the responsibility of the requesting department to notify Accounts Payable if the scheduled event does not occur and to return the check).
- If the Voucher is received by Accounts Payable with less than ten (10) business days notification, every effort will be made to have a payment check ready, however payment cannot be guaranteed by that date.
- The voucher form must be approved by the authorized budget authority and/or department head and forwarded to Accounts Payable for payment.

#### 5.4.2 Services and Honorarium Request Forms

The Services and Honorarium Request Form must be processed prior to the engagement. Payments should not be made prior to a service being provided or a deliverable is completed. The department requesting payment must complete the form, which must include the following information:

- Identity of the service provider (whether a firm or individual);
- Information required by each institution (may be specific for each institution);
- Terms and conditions (i.e., the services to be performed and the amount to be paid therefor);
- The Services and Honorarium form must be approved by the authorized budget authority and/or department head and forwarded to Accounts Payable for payment.

#### 5.5 Templates

Exemption from OAG contract review has been approved by the OAG for certain contracts, regardless of cost or value, as defined in one or more Memoranda of Agreement between the OAG and the CSCU or any of its individual agencies. These template agreements may be utilized in contracting for personal services, professional services, and services.

#### 5.6 Amendments

Standard contracts, PSAs and templates may be amended for any of the following reasons:

- The scope of the project has changed in minor respects;
- Certain terms and conditions of the contract have changed;
- The dates of the contract period have changed;
- The amount and/or schedule of payments has changed;

- The contract end date requires extension; and
- The contractor is now operating as or under another business entity.

Amendments must be in writing, clearly marked as an amendment and authorized in accordance with the comparable requirements for a new contract, PSA, or template.

An amendment cannot be processed if the original contract has expired.

#### 5.7 Review and Approval by the Office of the Attorney General (OAG)

The OAG reviews and approves as to form all contracts, and all amendments to such contracts, with the exception of:

- standard contracts and personal service agreements with a value less than \$25,000;
- memoranda of agreement and/or contracts between state agencies, quasi-public state agencies, federal agencies, and federally funded programs;
- purchase orders written against master contracts;
- purchase orders which do not contain material terms in addition to, or which modify, the standard terms and conditions required by C.G.S. and the Office of the Attorney General (OAG); and
- any contract set forth on a template approved for use by the Office of the Attorney General.

OAG mandated that all contracts not submitted for OAG review under \$25,000 must meet all the requirements of the contract checklist and do not include provisions that contradict or alter those requirements.

#### 5.8 Cancellation

If a standard contract, PSA, or template is to be cancelled, a letter of cancellation, signed by an authorized signatory, must be sent to the contractor notifying the contractor of the date upon which the agreement will be considered cancelled.

### **6.0 Procurements with Additional Requirements**

#### 6.1 Information Technology Procurement Requirements

Additional requirements may exist when procuring information technology goods and services. Refer to the current CSCU System IT Purchasing Protocol included as Exhibit D.

#### 6.2 Capital Equipment Purchases

All purchases of capital equipment shall be made in accordance with the purchasing policies contained within this manual.

#### 6.3 Construction and Renovations

##### 6.3.1 Construction Contracts

Institution-administered construction contracts are subject to particular requirements and procedures, which can be found on the Department of Administrative Services, Division of Construction Services website. See Exhibit B, section 6.3, for website information.

Institutions may administer construction based contracts in accordance with the policies and procedures established by the Division of Construction Services (DCS). The Connecticut State Universities may also be subject to the policies of the Connecticut Health and Educational Facilities Authority (CHEFA). See Exhibit F for Construction Policies.

6.3.2 Bidding Procedures for the Procurement of Construction Services:

Permission to institution to administer a project must be obtained from DCS before an institution may award and/or administer any contract for the construction, renovation, repair, or alteration of any of its facilities. Moreover, any request for proposals relating to the construction, renovation, repair or alteration of institution facilities must be prepared and issued in accordance with procedures developed by DCS.

6.4 Travel Requirements

Additional requirements may apply to the procurement of travel. Refer to State of Connecticut Travel Policy and/or respective Travel Policies within the institutions of the CSCU.

6.5 Dual Employment Requirements

State law provides that no state employee shall be compensated for services rendered to more than one state agency during a bi-weekly pay period unless the appointing authority of each agency certifies that the duties performed are outside the responsibility of the agency of principal employment and that no conflict of interest exists between the services being performed. The hours worked at each agency are to be documented and reviewed to preclude duplicate payment.

If the contractor is a state employee, a contract cannot be processed without a completed Dual Employment Request Form. For purposes of this regulation, each CSCU institution is considered a separate state agency (note however, that 10-month instructional faculty need not complete a dual employment request form for employment through a PSA during intersession and summer session.)

See Exhibit B for section 6.5

**7.0 Generally Accepted Purchasing Principles**

Other generally accepted purchasing policies and procedures which are not in conflict with any of these procedures, and which outline or support good purchasing practice, should continue to be followed as appropriate.

**8.0 Review and Revision of this Manual**

Not less than every five (5) years or as needed, CSCU will review this manual to make updates and changes as needed. The updates and changes will be submitted to the CSCU Chief Financial Officer for review and approval. Upon the stated approval the CSCU System Office will distribute the updated manual or changes.

Signature Page

Erika H. Steiner

Erika H. Steiner, Chief Financial Officer

5/16/17

Date

Mark E. Ojakian

Mark E. Ojakian, CSCU President

5/22/17

Date

## Exhibit A: Board of Regents for Higher Education

5.1 Delegation of Signing Authority

16-097

2016-09-16

### DELEGATION OF SIGNING AUTHORITY

This policy delegates signing authority by the Board of Regents of Higher Education to the Connecticut State Colleges and Universities executives.

The System Office executives listed below have the authority to sign documents on behalf of the System, and on behalf of the institutions it serves. Executives of each institution listed below have the authority to sign documents on behalf of that institution.

**It is expected that all official documents indebteding the respective institutions have been budgeted in the fiscal year in question, or will be accommodated within the approved budget. Any exceptions must be approved by the President of the Connecticut State Colleges & Universities. Any agreements that would structurally change the System must be approved by the Board of Regents.**

For each of the System Office, Connecticut State Universities, Connecticut State Colleges, and Charter Oak State College, the following executives have the authority to sign all documents on behalf of his/her organization:

System President and Institution Presidents

System Chief Financial Officer and Institution Chief Financial Officers/Chief Administrative Officers

However, if the document in question exceeds \$5M, then two signatures shall be required. Each President has the authority to re-delegate authority within his/her institution. Re-delegations will be specific to the employee's function and in an amount appropriate for the position. Such re-delegation must be documented, signed, and will state a dollar value limitation associated with a position/title, not an incumbent's name. The re-delegation documents should be submitted to the System Chief Financial Officer for maintenance of a master documentation of signature authority.

Official documents include contracts and purchase orders, or other items that are external to the System. This policy does not impact personnel policies, or policies that are internal in nature.

The attached template will be completed by each institution, submitted to the System Chief Financial Officer, and reviewed and, if necessary, updated at the beginning of each fiscal year.

This policy will go into effect upon update of re-delegation materials by each of the institutions or System Office, but no later than November 1, 2016, prior to which the existing policy is in force at the respective location.

**Connecticut State Colleges & Universities - (Institution)**

8/15/2016

Approval Level	Position	Financial Matters						
		Contracts	Requisitions	Purchase Orders with Contract	Purchase Orders without Contract	Invoices	Checks	Travel Authorizations
1	President	Unlimited but >\$5,000,000 requires CFO also	≤\$250,000 > Need Dual Signature	Unlimited				
1	Chief Financial Officer	Unlimited but >\$5,000,000 requires President also	≤\$250,000 > Need Dual Signature	Unlimited				
1								
1								
2								
2								
3								
3								
4								
4								

Notes:

- 1) Contracts commit the system to business with a particular vendor under certain terms and conditions and thus have the most restrictive approval authorities.
- 2) Requisitions are requests for purchases to be made. These are the least restrictive approvals because there is no encumbrance against system funds until the PO.
- 3) Purchase Orders acknowledge that a purchase is in accordance with all contracts and applicable state Statutes and commits the system to do business for a specific purchase. Purchase Orders under contract are less restrictive than Purchase Orders that are not under contract. In the latter case, such Purchase Order becomes the legal contract.
- 4) Invoice approvals are acknowledging that the goods or services have been received and it is ok to pay. In most instances invoices are against an open purchase order. There are some direct pays such as; subscriptions, food, fees etc. in which case there is more restrictive approvals since there is not already a PO.
- 5) Checks are actual payments and approval signature authority is the most restrictive.
- 6) Travel authorizations are approvals given to employees to travel on state business. In state travel may be approved by a supervisor. Out of state travel is restricted to level 1 approvers.
- 7) Secondary approvals must be from a level 1 or 2 approver if within their limit.
- 8) Approvals may be by any legal means of approving or signing documents and transactions.

**ALL CONTRACTS AND REQUISITIONS MUST BE CONTEMPLATED IN THE BUDGET FOR THE YEAR IN QUESTION. EXCEPTIONS MUST BE APPROVED BY THE INSTITUTION CFO.**

## **Exhibit B: References Found Within the Procurement Manual**

Please go to the Connecticut General Statute (C.G.S.) to view the entire section of the law

### 1.0 Procurement Authorization to Chief Executive Officers at the Constituent Units

C.G.S. § 4a-52a Provides that chief executive officer of each constituent unit of the state system of higher education or, in the case of the Connecticut State University System, the chief executive officer of a state university, is authorized to purchase supplies, materials, equipment, contractual services, as defined in section 4a-50, execute personal service agreements as defined in section 4-212, lease personal property in accordance with section 10a-151b, and undertake printing, publishing and microfilming for such constituent unit or institution. The provisions of sections 4-212 to 4-219, inclusive, and section 9 of public act 93-336\* shall not apply to personal service agreements executed pursuant to this section.

C.G.S. § 10a-151b (a), Purchase of equipment, supplies and contractual services by constituent units and their institutions (a) Notwithstanding the provisions of chapter 58, and sections 4-98, 4a-4, 4a-5, 4a-6, 4d-2, and 4d-5 to the contrary, a chief executive officer may purchase equipment, supplies and contractual services, execute personal service agreements, as defined in section 4-212, or lease personal property compatible, where relevant, with standards for computer architecture established by the Department of Administrative Services, without the approval of the Comptroller, the Secretary of the Office of Policy and Management or the Commissioner of Administrative Services, provided the chief executive officer consults with the commissioner and such purchases are made in accordance with this section and in accordance with policies which are (1) adopted by the board of trustees of the constituent unit after reasonable opportunity for interested persons to present their views, and (2) subject to section 4-175. For purposes of this section, "chief executive officer" means the chief executive officer of a constituent unit of the state system of higher education or the chief executive officer of an institution within the jurisdiction of such a constituent unit. The provisions of sections 4-212 to 4-219, inclusive, and section 9 of public act 93-336\* shall not apply to personal service agreements executed pursuant to this section.

### 2.2 Non-competitive Purchases:

C.G.S. § 10a-151a, Purchase of equipment for research, library media and library books by constituent units.

(a) Notwithstanding the provisions of any general statute or regulation to the contrary, the Boards of Trustees for the Community-Technical Colleges, the Connecticut State University System and The University of Connecticut shall annually designate from the funds available to each board for equipment an amount to be spent by each institution under its jurisdiction for the purchase of equipment used for research purposes, library media and library books for each such fiscal year.

(b) Within the limitations of funds designated pursuant to subsection (a) of this section by each board of trustees for the purchase of equipment used for research purposes, library media and library books, the expenditure of such funds and the purposes therefor shall be

in the sole jurisdiction of the chief executive officer of each institution, subject to the policies of the board of trustees and shall not be subject to the approval of any other state agency, but shall be subject to auditing procedures required pursuant to section 2-90, provided the purchase of equipment used for research purposes and library media shall be made from the most competitive source. Such officer shall report annually to the board of trustees of his respective institution on the expenditure of funds.

C.G.S. § 10a-151b

(c) Notwithstanding the provisions of subsection (b) of this section, competitive bidding or competitive negotiation is not required in the case of (1) minor purchases of ten thousand dollars or less in amount, (2) purchases made pursuant to subsection (k) of this section, (3) emergency purchases, or (4) agricultural purchases of dairy products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits, vegetables or other farm products in an amount of fifty thousand dollars or less. Whenever an emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against, or because of unusual trade or market conditions, the chief executive officer may, if it is for the best interest of the state, make purchases without competitive bidding. A statement of all emergency purchases made under the provisions of this subsection shall be set forth in the annual report of the chief executive officer. The chief executive officer, when making an agricultural purchase in accordance with subdivision (4) of this subsection, shall give preference to dairy products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits, vegetables or other farm products grown or produced in this state when such products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits or vegetables are comparable in cost to other dairy products, poultry, eggs, fruits or vegetables being considered for purchase by the chief executive officer that have not been grown or produced in this state.

2.3.1 Statutory Requirements:

C.G.S. § 10a-151b

b) Purchases made pursuant to this section shall be based, when possible, on competitive bids or competitive negotiation. Such chief executive officer shall solicit competitive bids or proposals by sending notice to prospective suppliers and by posting notice on a public bulletin board in such officer's office. Such notice shall contain a notice of state contract requirements pursuant to section 4a-60. Each bid or proposal shall be kept sealed until opened publicly at the time stated in the notice soliciting such bid or proposal. Sealed bids or proposals shall include bids or proposals sealed within an envelope or maintained within a safe and secure electronic environment until such time as they are publicly opened. If the amount of the expenditure is estimated to exceed fifty thousand dollars, not later than five calendar days before the final date of submitting competitive bids or proposals, competitive bids or proposals shall be solicited by public notice posted on the Internet. All purchases fifty thousand dollars or less in amount shall be made in the open market, but shall, when possible, be based on at least three competitive quotations. If desired by the constituent unit, competitive quotations may include quotations submitted to the constituent unit within a safe and secure electronic environment. The constituent unit shall not refuse to consider a bid, proposal or quotation because it is not submitted electronically.

(c) Notwithstanding the provisions of subsection (b) of this section, competitive bidding or competitive negotiation is not required in the case of (1) minor purchases of ten thousand dollars or less in amount, (2) purchases made pursuant to subsection (k) of this section, (3)

emergency purchases, or (4) agricultural purchases of dairy products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits, vegetables or other farm products in an amount of fifty thousand dollars or less. Whenever an emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against, or because of unusual trade or market conditions, the chief executive officer may, if it is for the best interest of the state, make purchases without competitive bidding. A statement of all emergency purchases made under the provisions of this subsection shall be set forth in the annual report of the chief executive officer. The chief executive officer, when making an agricultural purchase in accordance with subdivision (4) of this subsection, shall give preference to dairy products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits, vegetables or other farm products grown or produced in this state when such products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits or vegetables are comparable in cost to other dairy products, poultry, eggs, fruits or vegetables being considered for purchase by the chief executive officer that have not been grown or produced in this state.

C.G.S. § 4a-57 (a) All purchases of, and contracts for, supplies, materials, equipment and contractual services, except purchases and contracts made pursuant to the provisions of subsection (b) of this section and public utility services as provided in subsection (e) of this section shall be based, when possible, on competitive bids or competitive negotiation. The commissioner shall solicit competitive bids or proposals by providing notice of the planned purchase in a form and manner that the commissioner determines will maximize public participation in the competitive bidding or competitive negotiation process, including participation by small contractors, as defined in section 4a-60g, and promote competition. In the case of an expenditure that is estimated to exceed fifty thousand dollars, such notice shall be posted, not less than five calendar days before the final date of submitting bids or proposals, on the State Contracting Portal. Each notice of a planned purchase under this subsection shall indicate the type of goods and services to be purchased and the estimated value of the contract award. The notice shall also contain a notice of state contract requirements concerning nondiscrimination and affirmative action pursuant to section 4a-60 and, when applicable, requirements concerning the awarding of contracts to small contractors, minority business enterprises, individuals with a disability and nonprofit corporations pursuant to section 4a-60g. Each bid and proposal shall be kept sealed or secured until opened publicly at the time stated in the notice soliciting such bid or proposal.

C.G.S. § 4a-60 Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability,

including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

### 2.3.7 Receipt, Opening, and Retention of Sealed Bids, Quotations, and Proposals

The Connecticut State Library Office of the Public Records Administrator  
<http://ctstatelibrary.org/publicrecords/>

### 2.5 Emergency Purchases:

#### C.G.S. § 10a-151b(c)

(c) Notwithstanding the provisions of subsection (b) of this section, competitive bidding or competitive negotiation is not required in the case of (1) minor purchases of ten thousand dollars or less in amount, (2) purchases made pursuant to subsection (k) of this section, (3) emergency purchases, or (4) agricultural purchases of dairy products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits, vegetables or other farm products in an amount of fifty thousand dollars or less. Whenever an emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against, or because of unusual trade or market conditions, the chief executive officer may, if it is for the best interest of the state, make purchases without competitive bidding. A statement of all emergency purchases made under the provisions of this subsection shall be set forth in the annual report of the chief executive officer. The chief executive officer, when making an agricultural purchase in accordance with subdivision (4) of this subsection, shall give preference to dairy products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits, vegetables or other farm products grown or produced in this state when such products, poultry, farm-raised seafood, beef, pork, lamb, eggs, fruits or vegetables are comparable in cost to other dairy products, poultry, eggs, fruits or vegetables being considered for purchase by the chief executive officer that have not been grown or produced in this state.

### 2.6 Use of Available Contracts:

C.G.S. § 10a-151b (m) provides that the chief executive officer of a constituent unit may join with a federal agency, another state government, political subdivision of this state or private or nonprofit organization in a cooperative purchasing plan when the best interests of the state would be served by such plan.

C.G.S. § 10a-151b (n) provides that the state, through the chief executive officer of a constituent unit, may purchase equipment, supplies, materials and services from a person who has a contract to sell such property or services to another state government, political subdivision of this state, nonprofit organization or private or public purchasing consortium, in accordance with the terms and conditions of such contract.

### 2.7 Set Aside: Small Business and Minority Business:

C.G.S. § 4a-60g through 4a-60j impose certain requirements with regard to the utilization of small business enterprises (SBE) and minority business enterprises (MBE).

## 2.8 Disqualification of Bidders

C.G.S. § 4a-63 - Disqualification from bidding on contracts. Suspension. (a) The Commissioner of Administrative Services may disqualify any person, firm or corporation, for up to five years, from bidding on contracts with the Department of Administrative Services, pursuant to section 4a-57, for supplies, materials, equipment and contractual services required by any state agency, for one or more causes set forth under subsection (c) of this section. The commissioner may initiate a disqualification proceeding after consulting with the purchasing agency, if any, and the Attorney General and shall provide notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The commissioner shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the person, firm or corporation is being disqualified, the period of such disqualification. The commissioner shall send the decision to such person, firm or corporation by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183.

Connecticut Department of Labor Debarment Lists: The Department of Labor (DOL) maintains lists of persons and firms that have been debarred in accordance with Section 31-53a of the Connecticut General Statutes. See the DOL Debarment List of Vendors website: <http://www.ctdol.state.ct.us/wgwkstnd/wgdisbar.htm>

### The Chief Executive's Authority:

C.G.S. § 4a-52a (b)- The chief executive officer of each constituent unit of the state system of higher education or, in the case of the Connecticut State University System, the chief executive officer of a state university may disqualify any person, firm or corporation, for up to two years, from bidding on contracts with the constituent unit or institutions under its jurisdiction, pursuant to section 10a-151b, for supplies, materials, equipment and contractual services required by the constituent unit or institution, for one or more causes specified in subsection (d) of this section. The chief executive officer may initiate a disqualification proceeding only after consulting with the Attorney General and shall provide notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The chief executive officer shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken, and if the person, firm or corporation is being disqualified, the period of the disqualification. The chief executive officer shall send the decision to such person, firm or corporation by certified mail, return receipt requested, and a copy of the decision shall be sent to the Commissioner of Administrative Services. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183.

## 2.9 Prevailing Wages

C.G.S. § 31-53 -Construction, alteration or repair of public works project by state or political subdivision; wage rates; certified payroll. Penalties. Civil action. Exceptions. (a) Each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or

contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

C.G.S. § 31-53a. Distribution of accrued payments. Debarment list. Limitation on awarding contracts. Sworn affidavits required of subcontractors. Civil penalty. Right of action. (a) The State Comptroller or the contracting authority acting pursuant to section 31-53 is hereby authorized and directed to pay to mechanics, laborers and workers from any accrued payments withheld under the terms of a contract terminated pursuant to subsection (b) of said section 31-53 any wages found to be due such mechanics, laborers and workers pursuant to said section 31-53. The Labor Commissioner is further authorized and directed to distribute a list to all departments of the state and political subdivisions of the state giving the names of persons or firms whom the Labor Commissioner has found to have disregarded their obligations under said section 31-53 and section 31-76c to employees and subcontractors on public works projects or to have been barred from federal government contracts in accordance with the provisions of the Davis-Bacon Act, 49 Stat. 1011 (1931), 40 USC 276a-2.

DOL Prevailing website:

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

## 2.10 Standard Wage Requirements

C.G.S. § 31-57 Standard wage rate for certain service workers. Definitions. Standard rate required. Civil penalty. Complaints. Determination of standard rate by Labor Commissioner. Effect on employers bound by collective bargaining agreements. Recordkeeping requirement. Penalty for filing false certified payroll. Exemptions. Regulations. (a) As used in this section: (1) "Required employer" means any provider of food, building, property or equipment services or maintenance listed in this subdivision whose rate of reimbursement or compensation is determined by contract or agreement with the state or any state agent: (A) Building, property or equipment service companies; (B) management companies providing property management services; and (C) companies providing food preparation or service, or both; (2) "state agent" means any state official, state employee or other person authorized to enter into a contract or agreement on behalf of the state; (3) "person" means one or more individuals, partnerships, associations, corporations, business trusts, legal representatives or organized groups of persons; (4) "building, property or equipment service" means any janitorial, cleaning, maintenance or related service; (5) "prevailing rate of wages" means the hourly wages paid for work performed within the city of Hartford under the collective bargaining agreement covering the largest number of hourly nonsupervisory employees employed within Hartford County in each classification established by the Labor Commissioner under subsection (e) of this section, provided the collective bargaining agreement covers no less than five hundred employees in the classification; (6) "prevailing rate of benefits" means the total cost to the

employer on an hourly basis for work performed within the city of Hartford, under a collective bargaining agreement that establishes the prevailing rate of wages, of providing health, welfare and retirement benefits, including, but not limited to, (A) medical, surgical or hospital care benefits; (B) disability or death benefits; (C) benefits in the event of unemployment; (D) pension benefits; (E) vacation, holiday and personal leave; (F) training benefits; and (G) legal service benefits, and may include payment made directly to employees, payments to purchase insurance and the amount of payment or contributions paid or payable by the employer on behalf of each employee to any employee benefit fund; (7) "employee benefit fund" means any trust fund established by one or more employers and one or more labor organizations or one or more other third parties not affiliated with such employers to provide, whether through the purchase of insurance or annuity contracts or otherwise, benefits under an employee health, welfare or retirement plan, but does not include any such fund where the trustee or trustees are subject to supervision by the Banking Commissioner of this state or of any other state, or the Comptroller of the Currency of the United States or the Board of Governors of the Federal Reserve System; and (8) "benefits under an employee health, welfare or retirement plan" means one or more benefits or services under any plan established or maintained for employees or their families or dependents, or for both, including, but not limited to, medical, surgical or hospital care benefits, benefits in the event of sickness, accident, disability or death, benefits in the event of unemployment, retirement benefits, vacation and paid holiday benefits, legal service benefits or training benefits.

DOL Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

2.11 Limitation on Contracting with State Employees

C.G.S. § 1-84(i) (1) No public official or state employee or member of the official or employee's immediate family or a business with which he is associated shall enter into any contract with the state, valued at one hundred dollars or more, other than a contract (A) of employment as a state employee, (B) with the technical high school system for students enrolled in a school in the system to perform services in conjunction with vocational, technical or technological education and training any such student is receiving at a school in the system, subject to the review process under subdivision (2) of this subsection, (C) with a public institution of higher education to support a collaboration with such institution to develop and commercialize any invention or discovery, or (D) pursuant to a court appointment, unless the contract has been awarded through an open and public process, including prior public offer and subsequent public disclosure of all proposals considered and the contract awarded. In no event shall an executive head of an agency, as defined in section 4-166, including a commissioner of a department, or an executive head of a quasi-public agency, as defined in section 1-79, or the executive head's immediate family or a business with which he is associated enter into any contract with that agency or quasi-public agency. Nothing in this subsection shall be construed as applying to any public official who is appointed as a member of the executive branch or as a member or director of a quasi-public agency and who receives no compensation other than per diem payments or reimbursement for actual or necessary expenses, or both, incurred in the performance of

the public official's duties unless such public official has authority or control over the subject matter of the contract. Any contract made in violation of this subsection shall be voidable by a court of competent jurisdiction if the suit is commenced not later than one hundred eighty days after the making of the contract.

### 2.13 Chief Executive Officer Liability

C.G.S § 10a-151b(f) A chief executive officer who enters into a contract under this section that fails to meet the requirements of this section shall be personally liable for the costs of such contract and such contract shall be void and of no effect. Any amount paid under such contract may be recovered from such chief executive officer by the state in a civil action.

### 2.14 Employee Disqualification

C.G.S § 4A-64 –Persons not to be interested in contract. Neither the Commissioner of Administrative Services, nor any member of his office staff, nor any member of the Standardization Committee nor the executive head of any state agency to whom purchasing authority has been delegated pursuant to section 4a-52a, nor any member of his office staff, nor the chief executive officer of a constituent unit of the state system of higher education or institution within such a constituent unit, nor any member of his office staff, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by any state agency or, in the case of the chief executive officer of such a constituent unit or such an institution or any member of his staff, by any such constituent unit or institution; nor shall such commissioner or member of his staff or member of the Standardization Committee or executive head or member of his staff or chief executive officer of such a constituent unit or institution or any member of his staff accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded by the Department of Administrative Services, any such state agency or any such constituent unit or institution, as the case may be, by rebate, gifts or otherwise, any money, or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation. Any person who violates any provision of this section shall be fined not more than five hundred dollars or imprisoned not more than six months or be both fined and imprisoned.

### 2.15 Prohibition of Gifts

Sec. § 4a-64. (Formerly Sec. 4-116). Persons not to be interested in contract. Neither the Commissioner of Administrative Services, nor any member of his office staff, nor any member of the Standardization Committee nor the executive head of any state agency to whom purchasing authority has been delegated pursuant to section 4a-52a, nor any member of his office staff, nor the chief executive officer of a constituent unit of the state system of higher education or institution within such a constituent unit, nor any member of his office

staff, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services furnished to or used by any state agency or, in the case of the chief executive officer of such a constituent unit or such an institution or any member of his staff, by any such constituent unit or institution; nor shall such commissioner or member of his staff or member of the Standardization Committee or executive head or member of his staff or chief executive officer of such a constituent unit or institution or any member of his staff accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded by the Department of Administrative Services, any such state agency or any such constituent unit or institution, as the case may be, by rebate, gifts or otherwise, any money, or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation. Any person who violates any provision of this section shall be fined not more than five hundred dollars or imprisoned not more than six months or be both fined and imprisoned.

#### 2.16 Nondiscrimination

Nondiscrimination certification forms have been approved to assist executive branch agencies in complying with the State's contracting requirements under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended. There are five different certification forms, one of which must be submitted in writing or electronically. See the Office of Policy and Management website for additional information:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

#### 2.17 Ethics Affidavits & Certifications for State Contracts

The Office of Policy and Management created ethics forms to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders. Forms may be submitted as an original hard copy or an electronic pdf. See the Office of Policy and Management website for additional information:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

#### 4.1 Purchase Order

##### C.G.S. § 4-212 – Definitions

(1) "Competitive negotiation" means a procedure for contracting for services in which (A) proposals are solicited from qualified persons, firms or corporations by a request for proposals, and (B) changes may be negotiated in proposals and prices after being submitted.

(2) "Personal service contractor" means any person, firm or corporation not employed by the state, who is hired by a state agency for a fee to provide services to the agency. The term "personal service contractor" shall not include (A) a person, firm or corporation providing "contractual services", as defined in section 4a-50, to the state, (B) a "consultant", as defined in section 4b-55, (C) a "consultant", as defined in section 13b-20b,

(D) an agency of the federal government, of the state or of a political subdivision of the state, or (E) a person, firm or corporation providing consultant services for information and telecommunications systems authorized under subdivision (3) of subsection (b) of section 4d-2.

(3) "Personal service agreement" means a written agreement defining the services or end product to be delivered by a personal service contractor to a state agency, excluding any agreement with a personal service contractor that the state accounting manual does not require to be submitted to the Comptroller.

(4) "Secretary" means the Secretary of the Office of Policy and Management.

(5) "State agency" means a department, board, council, commission, institution or other executive branch agency.

### 5.3 Personal Service Agreement (PSA)

#### C.G.S. § 4-212 – Definitions

(3) "Personal service agreement" means a written agreement defining the services or end product to be delivered by a personal service contractor to a state agency, excluding any agreement with a personal service contractor that the state accounting manual does not require to be submitted to the Comptroller.

### 6.3 Construction and Renovations

See the Department of Administrative Services, Division of Construction Services Manual: [http://www.ct.gov/dcs/lib/dcs/bdc/pubs/0500\\_agency\\_admin\\_projects\\_procedure\\_manual.pdf](http://www.ct.gov/dcs/lib/dcs/bdc/pubs/0500_agency_admin_projects_procedure_manual.pdf)

### 6.5 Dual Employment Requirements

C.G.S. § 5-208a. Compensation by more than one agency restricted. Multiple job assignments within same agency restricted. No state employee shall be compensated for services rendered to more than one state agency during a biweekly pay period unless the appointing authority of each agency or such authority's designee certifies that the duties performed are outside the responsibility of the agency of principal employment, that the hours worked at each agency are documented and reviewed to preclude duplicate payment and that no conflicts of interest exist between services performed. No state employee who holds multiple job assignments within the same state agency shall be compensated for services rendered to such agency during a biweekly pay period unless the appointing authority of such agency or his designee certifies that the duties performed are not in conflict with the employee's primary responsibility to the agency, that the hours worked on each assignment are documented and reviewed to preclude duplicate payment, and that there is no conflict of interest between the services performed.

# Exhibit C: Employee and Independent Contractor Checklist

## CONNECTICUT STATE COLLEGES AND UNIVERSITIES

### EMPLOYEE/INDEPENDENT CONTRACTOR CLASSIFICATION CHECKLIST

The information provided below will assist the Connecticut State Colleges & Universities (CSCU) Institutions in determining whether the individual performing the service will be classified for federal, state and FICA tax purposes as an employee of the Institution or as an independent contractor.

*Complete Section I, Section II and Section III (if necessary).*

---

#### Section I.

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Banner Accounting Information

\_\_\_\_\_  
Department

\_\_\_\_\_  
Form Preparer's Name

\_\_\_\_\_  
Phone Number

---

#### Section II. State Employee Status

	YES	NO
A. Is this individual currently a State of Connecticut Employee or related family / business, including any part time or full time employment with the Institution?	_____	_____

*-If the answer is "NO" proceed to the questions in Section III.*

*-If the answer is "YES" refer to Connecticut General Statutes Section 1-84 and See Exhibit B for section 2.11, and perform proper sourcing or put on the institution's payroll.*

---

#### Section III. Multiple Relationships with the Institution

	YES	NO
A. Is it currently expected that the Institution will hire this individual as an employee immediately following the termination of his or her services?	_____	_____

*-If the answer is "NO", proceed to the questions in Section IV.*

*-If the answer is "YES", the individual should be classified as an employee and paid via the payroll process.*

---

**Section IV. Classification Guidelines**

*(Complete only one of A or B., depending on the services performed by the individual.)*

**A. Teacher/Lecturer/Instructor**

**YES**

**NO**

1. Is the individual a “guest lecturer” (e.g., an individual who will not teach a course, but only speak or provide demonstrations at an occasional class, session, or presentation?)



\_\_\_\_\_   
 Treat as contractor

\_\_\_\_\_   
 Go to #2

2. Does the individual provide the same or similar services to other entities or to the general public as part of a trade or business?

\_\_\_\_\_

\_\_\_\_\_

*-If the answer to questions 1 and 2 is “YES”, treat the individual as an independent contractor.*

*-If the answer to either question 1 or 2 is “NO”, treat as an employee.*

**B. Researcher**

Researchers hired to perform services for an Institution department are presumed to be employees of the Institution.

If, however, the researcher is hired to perform research for a particular Institution professor or employee, please indicate which of the following relationships is applicable by placing a check mark in the appropriate blank.

**Relationship #1:** The individual will perform research for an Institution professor or employee under an arrangement whereby the Institution professor or employee serves in a supervisory capacity, and an employment contract has been executed (i.e., the individual will be working under the direction of the Institution’s professor or employee).



\_\_\_\_\_   
 #1 Treat as employee

**Relationship #2:** The individual will serve in an advisory or consulting capacity with an Institution professor or employee (i.e., the individual will be working, “with” the Institution professor or employee in a “collaboration between equals” type arrangement, and will do so under the parameters of a service contract).



\_\_\_\_\_   
 #2 Treat as contractor

## **Exhibit D: CSCU System IT Purchasing Protocol**

### **CSCU System IT Purchasing Protocol March 10, 2016**

All purchases of hardware, software and consulting services shall be made in accordance with the CSCU IT Purchasing Protocol described below. Any such purchase with a cost equal to or exceeding \$50,000.00 must first be approved by the CSCU Chief Information Officer or designee and requested via a requisition bearing the proper Banner account code. All Bond Fund purchases related to hardware, software and professional IT services must be approved by the CSCU Chief Information Officer, regardless of dollar amount.

The CSCU IT Purchasing Protocol is established for the following objectives:

- To take advantage of economies of scale, purchase all software licenses and hardware through State contract, a higher-education purchasing consortium, a System-wide negotiation or a System-wide competitive process, as appropriate.
- Establish and implement protocols for sharing information about desired purchases and actual purchase prices.
- Establish and implement protocols for reporting all IT purchases.
- Purchase all IT hardware, software, and consulting services, that are required by statute to be competitively bid (currently in excess of \$10,000), through centralized RFQ/RFP process at the System Office.

After receiving all necessary internal approvals, prior to processing the request, the Vice President/Dean for Finance and Administration, or his/her designee, should send the request to System Office Purchasing Department for order equals to or exceeds \$50,000.00. The information required to be included in the request includes:

1. Vendor Name
2. Contract Award Number
3. Product Name
4. Reason for the Purchase
5. Requestor and Department
6. Funding Source (OE, CSUS 2020, STI, Grant, etc.)
7. Total Amount
8. Supporting Documentation (Quote, Specifications, etc.)

After validating the information, the System Office Purchasing will forward the request to System CIO for approval. Note that "IT purchases" do not encompass only those purchases made by the IT department at each institution; rather, they refer to purchase out of a specific set of accounts, which are enumerated below.

#### **Emergency Procurement**

The IT Purchasing Protocol is waived for emergency procurements. Section 10a-151b(c) of the Connecticut General Statutes provides that purchases may be made without competitive bidding "whenever an emergency exists by reason of extraordinary conditions or contingencies that could not reasonably be foreseen and guarded against, or because of unusual trade or market conditions." The determination of whether such an emergency exists shall be made by the chief executive officer of the institution or the System, as appropriate, or his/her designee. The existence of an emergency may preclude the use of an existing contract if the contract vendor cannot meet the emergency delivery requirements. Each requisition for an emergency purchase shall be signed by the procurement manager and identified therein as an "emergency purchase". A written statement documenting the nature of the emergency justifying the purchase and identifying the official authorizing the purchase shall be attached to the file copy of the purchase order at the time the order is placed.

#### **Reporting**

Prior to the second Monday of each month, university and college Purchasing Departments will report all IT purchases made during the prior calendar month as defined below to System Office Purchasing Department. The System Office Purchasing Department will share the report with System IT.

- Purchaser
- Vendor
- Name of the Product
- Banner Account Code
- Purchase Cost of the Product

## **Exhibit E: Standard Terms and Conditions**

### 1. Claims against the State:

The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

### 2. Indemnification

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor’s obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor’s bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the [CSCU/College/University] prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the [CSCU/College/University]. The [CSCU/College/University] shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the [CSCU/College/University] or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

### 3. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

### 4. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

## 5. Termination:

- (a) Notwithstanding any provisions in this contract, the [CSCU/College/University], through a duly authorized employee, may terminate the contract whenever the [CSCU/College/University] makes a written determination that such termination is in the best interests of the State. The [CSCU/College/University] shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the [CSCU/College/University], through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
- (i) **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the [CSCU/College/University] sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the [CSCU/College/ University] believes that the Contractor has not performed according to the contract, the [CSCU/College/University] may withhold payment in whole or in part pending resolution of the performance issue, provided that the [CSCU/College/University] notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) The [CSCU/College/University] shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the [CSCU/College/University] for purposes of correspondence, or by hand delivery. Upon receiving the notice from the [CSCU/College/University], the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to [CSCU/College/University] all records. The records are deemed to be the property of the [CSCU/College/University] and the Contractor shall deliver them to the [CSCU/College/ University] no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the [CSCU/College/University] for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the [CSCU/College/University], the Contractor shall cease operations as the [CSCU/College/University] directs in the notice, and take all actions that are necessary or appropriate, or that the [CSCU/College/University] may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the [CSCU/College/University] directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The [CSCU/College/University] shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the [CSCU/College/University] in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the [CSCU/College/University] is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the [CSCU/College/University], the Contractor shall assign to the [CSCU/College/University], or any replacement Contractor which the [CSCU/College/University] designates, all subcontracts, purchase orders and other commitments, deliver to the [CSCU/College/University] all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the [CSCU/College/University] may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the [CSCU/College/University] may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the [CSCU/College/University].

#### 6. Entire Agreement:

This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by CSCU. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

#### 7. Nondiscrimination:

- (a) For purposes of this Section, the following terms are defined as follows:
  - i. “Commission” means the Commission on Human Rights and Opportunities;
  - ii. “Contract” and “contract” include any extension or modification of the Contract or contract;
  - iii. “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;
  - iv. “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose;
  - v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
  - vi. “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
  - vii. “marital status” means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
  - viii. “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;
  - ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
  - x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by

the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

#### 8. Executive Orders:

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the College / University shall provide a copy of these orders to the Contractor.

#### 9. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and the State Contracting Agency at reasonable times.

#### 10. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other.

#### 11. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to CSCU in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said CSCU, such services as CSCU requests, provided in this contract.

#### 12. Confidential Information

- (a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.
- (b) For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

#### 13. SEEC:

For all state contracts as defined in Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Notice below.

## **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

### **CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### **DUTY TO INFORM**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### **PENALTIES FOR VIOLATIONS**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties: Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties: Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **CONTRACT CONSEQUENCES**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

### **DEFINITIONS**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the

state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or

charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

#### 14. Audit Requirements for State and Federal Grants:

(a). For State – Funded Grant Contracts where the Contractor has or will receive \$100,000 or more in any State grants(s) during the Contractor’s fiscal year. For purposes of this clause, the word “Contractor” shall be read to mean “nonstate entity,” as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to CSCU for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide CSCU with copies of all independent auditors’ reports which cover the period of performance of this Contract. Contractor will provide a copy of its response to auditors’ reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, CSCU, or the General Accounting Office (GAO) during normal business hours.

(c). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, CSCU, or the GAO during normal business hours.

#### 15. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

#### 16. Whistleblower:

This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

#### 17. Disclosure of Records:

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and

files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes

18. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation, or expiration of the contract.

## **Exhibit F: Construction Policies**

### **Connecticut Health and Educational Facilities Authority (CHEFA) Procedures**

#### **1. Procedures for the Funding of Agency Administered Capital Projects through CHEFA**

Each CSCU university must adhere to guidelines and procedures issued by DCS (refer to “Department of Construction Services Agency Administered Project Procedures”). In addition to DCS guidelines the following procedures also apply to specific agency administered projects funded through CHEFA.

- Project must be included on approved list of CHEFA funded capital projects.
- Campus must receive permission from DCS to agency administer the project.
- The following documents must be forwarded to the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning:
  - a. a letter requesting that permission be sought from the Commissioner of Administrative Services to agency administer the proposed project
  - b. a completed DCS Supplement to OPM B-100 Form describing the proposed project, signed and dated by the applicable University President (or designee).
- The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning will submit a formal request to the Commissioner of Administrative Services.
- The Commissioner of Department Construction Services (or designee) will review the request and send response to University President (or designee).
- Once permission is received for a project not requiring the contracting of a design consultant by the DCS, the university may initiate the bidding or vendor quotation process.

#### **2. Project Number Assignment**

All CHEFA funded projects will be assigned a project number with a prefix of “CF” (CHEFA Funded) rather than “BI” (Bond Issue) to differentiate between CHEFA funded and State bond fund projects.

#### **3. Design Process**

The following process must be followed for any agency-administered project requiring the contracting of a design consultant by the DCS:

- Before signing off on a design contract, DCS will provide to the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning Budgeting
  - a. A copy of the draft design contract which includes:

1. total contract design amount,
2. estimated construction cost, and
3. project scope

b. A detailed project budget, including, but not limited to:

1. A/E fee (by contract),
2. estimated construction cost, and
3. contingency
- 4.

c. A “Funding Sign Off” form which requests that the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning verify whether or not funds are available for design of this project

• Upon verification of funding The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning will execute a “Funding Sign Off” form or issue a letter to DCS indicating that:

1. funds are sufficient,
2. the project scope is correct, and
3. the design contract may be awarded

• All requests for payment must be submitted to the CSCU Chief Financial Aid Officer or his/her designee for payment through CHEFA.

• A copy of the designs and specifications, including updated cost estimates, must be submitted to CSCU’s

Vice President for Facilities, Real Estate & Infrastructure Planning (or designee) at the same time they are transmitted to the appropriate university.

• All requests for changes in project scope and amendments to A/E contracts will be submitted to the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning (or designee).

1. The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning (or designee) will confer with the appropriate university designee to determine if amendment is warranted.
2. The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning (or designee) will obtain verification from the Chief Financial Aid Officer (or designee) that the funding is available for the proposed project scope and amendments.

#### **4. Submittal of Bid Results or Vendor Quotations**

• Following receipt of bids or vendor quotations letter must be sent to the CSCU

Vice President for Facilities, Real Estate & Infrastructure Planning which includes:

- a) name of project,
- b) date that bid or quotation was received,
- c) copy of bid tab sheet or submitted quotation,
- d) name of accepted low bidder and amount of accepted low bid or the name of vendor and quotation amount

- e) If lowest bid is not accepted, a brief explanation as to why the low bid
- f) was rejected must be submitted
- g) if applicable, include list of supplemental bid(s), and a description of
- h) base bid and supplemental bid(s)
- i) indicate whether or not the scope of work covered by this bid or vendor quotation will complete the project. If not, indicate how many additional “phases” of bids or vendor quotations are necessary to complete the project.
- j) the university may also include a “Funding Sign Off” form which identifies the amount of funds needed to finance the bid or quotation and includes a signature line for the CSCU

Vice President for Facilities, Real Estate & Infrastructure Planning to indicate the availability of funds.

- The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning will review the letter and determine if funding is available to award a contract. If funds are available and all required documentation have been obtained, the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning:

- a) The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning or designee will send a letter to the University’s President indicating that funds are available and a contract may be awarded.

- b) in instances where a “Funding Sign Off” form is submitted along with bidding or vendor quotation documentation, the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning may, in lieu of issuing a letter to the university, sign and date the “Funding Sign Off” form and return a copy to the university as indication that funds are available and a contract may be awarded.

- If the total project cost exceeds the estimated cost reflected on the letter issued by the Commissioner of DCS (or designee) granting permission to the agency to administer the project, a revised DCS supplement to OPM B-100 Form reflecting the updated project budget must be forwarded to the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning, who will submit a formal request to the Department of DCS to agency administer the project at the increased project cost.

- No contract for construction may be awarded until a revised permission letter to agency administer the project is issued by the Commissioner of Administrative Services. (or designee).

- Once the contract is awarded, a copy of the PO must be sent to the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning

## **5. Processing Payments**

All payments will be made through CHEFA.

- In order to process payments, the following must be sent to the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning:

- a) A letter requesting payment of invoice(s) which includes:

- name of project and assigned project number

- total contract amount
- total amount paid to date
- total amount to be paid at this time
- invoice or requisition number

Method of payment preferred and relevant payment instructions:

If payment by check is required, the following is required:

- indicate to whom check should be made out
- indicate address where check should be sent

If payment by wire transfer is required, the following is required:

- indicate wire transfer instructions including bank name, account name, account number and routing number.

b) Indicate whether it is the final payment for the project or if additional payments will be forthcoming

- Attach a copy of the invoice Include signature of the university representative indicating approval to pay invoice
- Invoice date and amount must be highlighted
- In lieu of an invoice, a copy of AIA documents G702 and G703 (Application and Certificate for Payment), if applicable, as well as copies of all change orders from contractor may be attached

• Upon review and acceptance of said documentation, the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning will send the invoice or alternate documentation to CHEFA requesting payment be made. A copy will be sent to the university.

• CHEFA usually will make payment within two (2) weeks of receipt of invoice if by check, or within five (5) days of receipt of invoice if by wire transfer.

## **6. Processing Change Order Requests**

All payments will be made through CHEFA; however, CHEFA has indicated it may not accept all change orders. The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning (or designee) must approve all change orders.

Whenever the university receives a change order request (both those that are agency requested and those resulting from field conditions), they must send it to the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning (or designee) along with the following:

- A letter providing justification for and scope of the requested change order. A “Change Order Funding Request” form may be submitted in lieu of a letter, provided it includes justification and scope of the requested change, the price of the change order, and a

signature line for the CSCU Vice President for Facilities, Real Estate & Infrastructure Planning to indicate the availability of funds.

- An updated “issue log” which provides a list of all previously approved change order requests and pending field office files.

The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning will review the change order request to determine whether or not the requested change is necessary for completion of the project and consult with the CSCU Chief Financial Officer (or designee) to ensure funding availability.

The CSCU Vice President for Facilities, Real Estate & Infrastructure Planning will indicate to the university whether or not funds are available to cover the requested change order.

The payment of change orders shall follow the same procedures as delineated in section 5 (“Processing Payments”) of these procedures.

## **7. Close Out of Projects**

DCS will send to the Assistant Vice Chancellor for Planning and Technical Services

- a. A letter indicating the project is complete, and
- b. A diskette and copies of As-Built drawings